



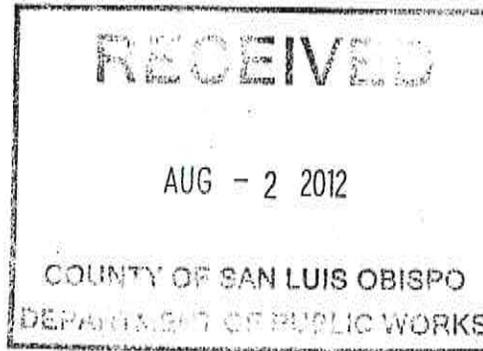
California Natural Resources Agency
DEPARTMENT OF FISH AND GAME
Central Region
1234 East Shaw Avenue
Fresno, California 93710
(559) 243-4593
www.dfg.ca.gov

EDMUND G. BROWN, Jr., Governor
Charlton H. Bonham, Director



July 26, 2012

Kate Ballantyne
County of San Luis Obispo
Department of Public Works
County Government Center, Room 207
San Luis Obispo, California 93408



Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2012-0078-R4
Los Osos Creek – San Luis Obispo County

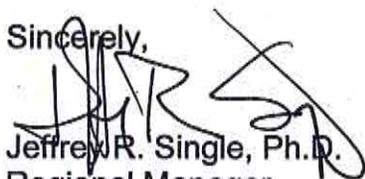
Dear Ms Ballantyne:

Enclosed is the final Stream Alteration Agreement (Agreement) for the Los Osos Wastewater Project; 300448 (Project). Before the Department of Fish and Game (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a Responsible Agency, filed a Notice of Determination (NOD) on the same date it signed the Agreement. The NOD was based on information contained in the Environmental Impact Report the Lead Agency prepared for the Project.

Under CEQA, filing a NOD starts a 30-day period within which a party may challenge the filing agency's approval of the Project. You may begin your Project before the 30-day period expires if you have obtained all necessary local, State, and Federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Robb Tibstra, Environmental Scientist, at (805) 594-6116 or rtibsta@dfg.ca.gov.

Sincerely,


Jeffrey R. Single, Ph.D.
Regional Manager

cc: Robb Tibstra, Environmental Scientist

CALIFORNIA DEPARTMENT OF FISH AND GAME
REGION 4 - CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2012-0078-R4
LOS OSOS CREEK - SAN LUIS OBISPO COUNTY

LOS OSOS WASTEWATER PROJECT; 300448 (PROJECT)

COUNTY OF SAN LUIS OBISPO, DEPARTMENT OF PUBLIC WORKS
DAVE FLYNN, DEPUTY DIRECTOR
COUNTY GOVERNMENT CENTER, ROOM 207
SAN LUIS OBISPO, CALIFORNIA 93408

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and Dave Flynn, representing the County of San Luis Obispo, Department of Public Works (collectively referred to as "Permittee").

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified DFG on April 18, 2012 that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to FGC Section 1603, DFG has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Project in accordance with the Agreement.

PROJECT LOCATION

The Project is located on the existing bridge over Los Osos Creek on Los Osos Valley Road, east of the community of Los Osos in San Luis Obispo County. The Project is located within Township 30S and Range 11E of the Morro Bay South USGS 7.5 Minute Quadrangle, MDB&M. Coordinates for the Project area are Longitude 120° 48' 38.7" W and Latitude 35° 18' 21.9" N. Work will occur within the County right-of-way for Los Osos Valley Road.

PROJECT DESCRIPTION

The Project consists of securing two (2) pipelines to the existing bridge structure. One (1) pipeline, 12-inch diameter, will carry recycled water and will be secured to the northern edge of the bridge. The second pipeline, 16-inch diameter, will carry wastewater and will be attached to the southern edge of the bridge. The second pipe will lie inside the existing knockouts in the bridge abutments. To support the pipelines during installation, one (1) of three (3) potential methods will be used: 1) support the pipe from the deck of the bridge by using an excavator or similar equipment; 2) support the pipes from the creek bed using a forklift or backhoe; or 3) support the pipes from the creek bed by hand-building falsework. Any heavy equipment placed in the creek bed will be lowered to the channel from the bridge and will not require access ramps.

- No water will be present in the channel during construction.
- No trees will be removed, but approximately 500 square feet of riparian vegetation will be trimmed to allow access on the north side of the bridge.

Equipment used may include an excavator, backhoe, crane, trucks, and light duty vehicles, hand tools, and falsework.

PROJECT IMPACTS

Plant and Animal Special Status Species: This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the area of the Los Osos Creek within the Project Area, and the immediate adjacent riparian habitat. Absent implementation of the protective measures required by this Agreement, the following species and habitat types could potentially be impacted within the area covered by this Agreement: Federally Threatened and State Species of Special Concern (SSC) California red-legged frog (*Rana draytonii*), Federally Threatened South Central California Coast steelhead (*Oncorhynchus mykiss*), Federally Endangered and State Endangered least Bell's vireo (*Vireo bellii pusillus*), SSC Western pond turtle (*Actinemys marmorata*), SSC pallid bat (*Antrozous pallidus*), SSC Townsend's big-eared bat (*Corynorhinus townsendii*), as well as other birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that comprise the local ecosystem. The California Natural Diversity Data Base (CNDDDB) and other DFG files and references contain information on species that could be subject to potential impacts generated from this Project.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification

materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to DFG personnel or personnel from another State, Federal, or local agency upon request.

- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify DFG if Permittee determines or learns that a Provision in the Agreement might conflict with a Provision imposed on the Project by another local, State, or Federal agency. In that event, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt the Permittee from complying with all other applicable local, State and Federal law, or other legal obligations.
- 1.6 Unauthorized Take. This Agreement does not authorize the "take" ("take" defined in FGC Section 86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federally-listed threatened or endangered species. Any such "take" shall require separate permitting as may be required.
- 1.7 Trespass. To the extent that the Provisions of this Agreement provide for activities that require the Permittee to trespass on another owner's property, they are agreed to with the understanding that the Permittee possesses the legal right to so trespass.
- 1.8 Construction/Work Schedule. The Permittee shall submit a construction/work schedule to DFG (mail, email to rtibstra@dfg.ca.gov, or fax to (805) 542-4609, with reference to Agreement 1600-2012-0078-R4) prior to beginning any activities covered by this Agreement. The Permittee shall also notify DFG upon the completion of the activities covered by this Agreement.
- 1.9 Training. Prior to starting any activity within the stream, all workers shall have received training from the Permittee, a qualified biologist, or an approved alternate trainer, on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Construction/Work Hours. All non-emergency work activities during the construction phase will be confined to daylight hours. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset.
- 2.2 Flagging/Fencing. Prior to any activity within the stream, the Permittee shall identify the limits of the required access routes and encroachment into the stream and ponded areas. These "work area" limits shall be identified with brightly-colored flagging/fencing. Work completed under this Agreement shall be limited to this defined area only. Flagging/fencing shall be maintained in good repair for the duration of the Project. All areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas (ESA) and shall not be disturbed.
- 2.3 Listed, Fully-Protected, and Special Status Species.
- (a) This Agreement does not authorize "take," or "incidental take," of any State- or Federally-listed threatened or endangered, or fully-protected species. Liability for any "take," or "incidental take," of such listed species remains the responsibility of the Permittee for the duration of the Project.
 - (b) The Permittee affirms that no "take" of any State- or Federally-listed species shall occur without appropriate State or Federal "take" authorization. The Permittee acknowledges that they fully understand that they do not have State "incidental take" authority. If any State- or Federally-listed threatened or endangered species occur within the proposed work area or could be impacted by the work proposed, and thus "taken" as a result of Project activities, the Permittee is responsible for obtaining and complying with required State and Federally threatened and endangered species permits or other written authorization before proceeding with this Project. Any unauthorized "take" of such listed species may result in prosecution and nullify this Agreement.
 - (c) To minimize the possibility of injuring wildlife, herbaceous and small shrubby vegetation within the Project boundaries that would be disturbed shall be removed by hand prior to the use of heavy equipment or machinery. All trash shall be removed from the site daily to avoid attracting potential predators to the site. No pets shall be permitted to be at the site during construction.
 - (d) California Red-Legged Frog (CRLF): Prior to construction, a qualified biologist shall conduct training sessions to familiarize all construction personnel with identification of CRLF, their habitat, general Provisions and protections afforded by the Endangered Species Act, measures implemented to protect CRLF, and a review of the Project boundaries. If any CRLF are discovered during construction, work shall stop and not continue until the U.S. Fish and Wildlife Service and the Department have each been contacted and given approval to continue.

- (e) Steelhead: Los Osos Creek is known to contain steelhead. Project work within the stream bed shall be limited to the period between June 15 and October 31 and when no water is present in the channel.
- (f) Least Bell's Vireo: This species is known to the Project area vicinity. Surveys of suitable habitat shall be conducted within 500 feet of the Project area, if Project activities are planned to commence prior to August 31. Surveys shall occur within 30 days prior to initiating Project activities. If any active nests are found, Project activities shall not commence until the young have fledged and are no longer reliant on the nest site or parental care, as determined by a qualified biologist and confirmed in writing by DFG.
- (g) Pallid Bat, Townsend's Big-Eared Bat, and Other Bat Species: Bats shall not be disturbed without specific consultation with DFG. Preconstruction surveys by a qualified biologist shall be performed to determine if bat species utilize the bridge structure for daytime roosting. Survey methodology may include visual surveys of bats (observation of presence of bats during foraging period), inspection of for suitable habitat or bat sign (guano), or use of ultrasonic detectors (Anabat, etc.). A survey report shall be completed that includes, but is not limited to, the survey methodology and, if present, the species, colony size, roost location, and characteristics. The report shall be submitted to DFG within the Final Project Report as specified in Section 4.2 below. If surveys confirm that bats roost in areas that will be impacted by the Project, a Bat Exclusion Plan or proposed avoidance measures shall be developed by the Permittee and submitted to the Department for review and approval prior to its implementation. The Plan shall be submitted to DFG a minimum of 30 days in advance of the anticipated construction start date. A completed bat survey must be conducted within seven (7) days of the construction start date to avoid the possibility of bats colonizing the crossing after a survey but before construction.
- (h) Western Pond Turtle: Any turtles discovered at the site during construction shall be allowed to move out of the Project Area before beginning work. If this is not feasible, they shall be captured by a qualified biologist approved by DFG and relocated to suitable habitat immediately upstream or downstream of the Project site.
- (i) A qualified biological monitor shall be available on-site during construction. The biological monitor shall survey for special status species ahead of any ground disturbing activity. Following completion of these activities and for the remainder of the Project, the monitor shall then visit the site daily each morning prior to the start of Project-related activities to ensure no special status species have re-entered the site, and to verify compliance with avoidance and minimization measures for special status species.
- (j) Project activities shall be limited to the period of June 15 through October 31 and when no water is present in the channel. After October 31, construction activities may be extended on a day-to-day basis by contacting Mr. Robb

Tibstra at (805) 594-6116 or the Central Region office at (559) 243-4014, extension 240. No Project activities shall occur following the first significant rainfall after October 31. For purposes of this Agreement, "significant rainfall" is defined as rainfall totaling one-half of 1-inch (1/2-inch) of rain in any 24-hour period.

2.4 Wildlife.

- (a) If any general wildlife is encountered during the course of Project-related activities, said wildlife shall be allowed to leave the construction area unharmed.
- (b) Pursuant to FGC Sections 3503 and 3503.5, it is unlawful to "take," possess, or needlessly destroy the nest or eggs of any bird or bird-of-prey. To protect nesting birds, no construction shall be completed from March 1 through August 31 unless the following surveys are completed by a qualified biologist within 30 days of Project initiation.

Raptors: Survey for nesting activity of raptors within a 500-foot radius of the construction site. Surveys shall be conducted at appropriate nesting times and concentrate on mature trees. If any active nests are observed, these nests and nest trees shall be designated an ESA and protected by a 500-foot radius until the young have fledged and are no longer reliant on the nest tree or parental care.

Other Avian Species: Survey for nesting activity within a 250-foot radius of the Project boundaries. If any active nests are observed, these nests and nest trees shall be designated an ESA and protected with a minimum 250-foot buffer until the young have fledged and are no longer reliant on the nest tree or parental care.

The Department may consider variances from these construction buffers when there is compelling biological or ecological reason to do so, such as when the construction area would be concealed from a nest site by topography. Any variance from these buffers must be supported by a qualified biologist and approved in advance by the Department in writing.

2.5 Vegetation.

- (a) Clearing of vegetation for construction shall be limited to the minimal amount necessary to complete the Project.
- (b) No trees will be removed as part of this Project.
- (c) The Permittee shall document the number and species of all riparian woody-stemmed plants in excess of four (4) inches diameter at breast height (DBH) that are cut, trimmed, or otherwise removed or are damaged during Project activities. Riparian trees and shrubs with a DBH of four (4) inches or greater

that are damaged or removed shall be replaced by replanting appropriate native species at a 3:1 ratio (replaced to lost). Any heritage trees (over 24-inches DBH) that are damaged during Project activities shall be replaced at a ratio of 10:1.

- (d) All invasive exotic plant species shall be removed from the Project site. Any Vinca, Cape or German ivy, Castor bean, Arundo, or other exotic plant species shall be bagged and appropriately disposed of in a landfill. Exotic species shall not be used in mulching, composting, or otherwise placed in or around the Project site. Heavy equipment and other machinery shall be inspected for the presence of undesirable species prior to on-site use and cleaned to reduce the risk of introducing exotic plant species into the Project site.

2.6 Vehicles.

- (a) Vehicles shall not operate in the wetted portion of the channel at any time.
- (b) Any equipment or vehicles driven and/or operated adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (c) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

2.7 Structures. The Permittee confirms that any and all structures and constructed features shall be properly aligned and otherwise engineered, installed, and maintained, to assure resistance to washout, and to erosion of the stream bed, stream banks and/or fill and that they will not cause long-term changes in water flows that adversely modify the existing upstream or downstream stream bed/bank contours or increase sediment deposition.

2.8 Erosion.

- (a) No work within the banks of the stream will be conducted during or immediately following significant rainfall events (one-half of 1-inch in any 24-hour period) or when there is water flowing within the channel (i.e., not being diverted).
- (b) All disturbed soils within the Project site shall be stabilized to reduce erosion potential, both during and following construction. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the stream. Any installation of non-erodible

materials not described in the original Project description shall be coordinated with DFG.

2.9 Pollution.

- (a) During construction, the Permittee will not dump any litter or construction debris within the stream zone. All such debris and waste will be picked up daily and properly disposed of at an appropriate site.
- (b) Raw cement, concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish or wildlife resulting from Project-related activities, will be prevented from contaminating the soil and/or entering the "Waters of the State".
- (c) The Permittee and all contractors shall be subject to the water pollution regulations found in the FGC Sections 5650 and 12015.
- (d) In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.
- (e) All Project-generated debris, building materials, and rubbish shall be removed from the stream and from areas where such materials could be washed into the stream.
- (f) An Emergency Response Plan shall be prepared prior to the start of construction and kept on-site during all phases of construction. The Plan shall identify the actions that shall be taken in the event of a spill of petroleum products, contaminated soil, or other material harmful to fish, plants, or aquatic life. Emergency response materials shall be kept at the site and readily available to allow rapid containment and cleanup of any spilled material. Within 24 hours of any hazardous material spill, including but not limited to petroleum products, the Permittee shall contact Mr. Robb Tibstra by calling (805) 748-6168 and the Department's Central Region by calling (559) 243-4014, extension 240.

3. **Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

3.1 Revegetation/Restoration.

- (a) If trees or shrubs greater than four (4) inches DBH are cut, damaged, or removed, the Permittee shall develop a Revegetation Plan for the site and submit it to DFG for approval prior to commencement of the proposed restoration. The Revegetation Plan shall specifically address plantings of

native trees and shrubs as indicated in Avoidance and Minimization Measure 2.5(c) above, and include monitoring and maintenance to ensure a minimum of 70 percent survival for the plantings after five (5) years. The Plan shall be reviewed and approved by Department staff prior to revegetation activities taking place.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Obligations of the Permittee.

- (a) The Permittee shall have primary responsibility for monitoring compliance with all protective measures included as "Measures" in this Agreement. Protective measures must be implemented within the time periods indicated in the Agreement and the program described below.
- (b) The Permittee (or the Permittee's designee) shall ensure the implementation of the Measures of the Agreement, and shall monitor the effectiveness of these Measures.

4.2 Reports. The Permittee shall submit the following Reports to DFG:

- Construction/work schedule (Administrative Measure 1.8).
- Results of surveys for nesting least Bell's vireo (Avoidance and Minimization Measure 2.3(f)).
- Bat Exclusion Plan, if necessary (Avoidance and Minimization Measures 2.3 [g]).
- Results of avian surveys for nesting birds if any construction is scheduled during the avian nesting season (Avoidance and Minimization Measure 2.4 [b]).
- Emergency Response Plan (Avoidance and Minimization Measure 2.9 [f]).
- If warranted, a Vegetation Plan (Compensatory Measure 3.1(a)).
- A Final Project Report to be submitted within 30 days after the Project is completed. The final report shall summarize the Project-construction, including any problems relating to the protective measures of this Agreement. "Before and after" photo documentation of the Project site shall be required.

CONTACT INFORMATION

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other.

To Permittee:

Dave Flynn, Deputy Director
County of San Luis Obispo, Department of Public Works
County Government Center, Room 207
San Luis Obispo, California 93408
(805) 781-5252
dflynn@co.slo.ca.us

To DFG:

Department of Fish and Game
Region 4 – Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Robb Tibstra
Notification #1600-2012-0078-R4
Phone: (805) 594-6116
Fax: (805) 542-4609
rtibstra@dfg.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute DFG's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

SUSPENSION AND REVOCATION

DFG may suspend or revoke in its entirety the Agreement if it determines that the Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before DFG suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before DFG suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused DFG to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes DFG from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects DFG's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other Federal, State, or local laws or regulations before beginning the Project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC Sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5050 (fully-protected reptiles), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

DFG may amend the Agreement at any time during its term if DFG determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by DFG and the Permittee. To request an amendment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in DFG's current fee schedule (see California Code of Regulations, Title 14, Section 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter DFG approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG's current fee schedule (see California Code of Regulations, Title 14, Section 699.5).

EXTENSIONS

In accordance with FGC Section 1605(b), Permittee may request one (1) extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see California Code of Regulations, Title 14, Section 699.5). DFG shall process the extension request in accordance with FGC Section 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project the Agreement covers (FGC Section 1605, Subdivision (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of DFG's signature, which shall be:
1) after Permittee's signature; 2) after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC Section 711.4 filing fee listed at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall remain in effect for five (5) years beginning on the date signed by DFG, unless it is terminated or extended before then. All Provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any Provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC Section 1605(a)(2) requires.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

In approving this Agreement, DFG is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description.

The Permittee's concurrence signature on this Agreement serves as confirmation to DFG that the activities that shall be conducted under the terms of this Agreement are consistent with the Project described in the CEQA Final Environmental Impact Report prepared by the County of San Luis Obispo as the Lead Agency on November 25, 2009

(State Clearinghouse No. 2007121034) for the Los Osos Wastewater Project. A copy of this document was provided with the Section 1602 Notification.

DFG, as a CEQA Responsible Agency, shall make findings and submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

Figure 1. Project Location USGS Quad Map.

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the Provisions herein.

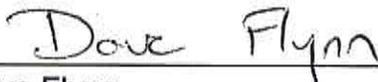
AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify DFG in accordance with FGC Section 1602.

CONCURRENCE

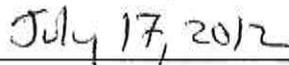
The undersigned accepts and agrees to comply with all Provisions contained herein.

FOR PERMITTEE



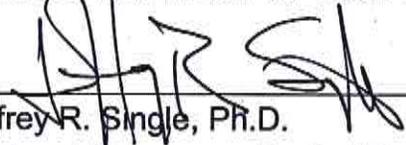
Dave Flynn

County of San Luis Obispo



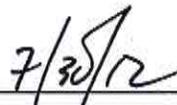
Date

FOR DEPARTMENT OF FISH AND GAME



Jeffrey R. Single, Ph.D.

Regional Manager – Central Region



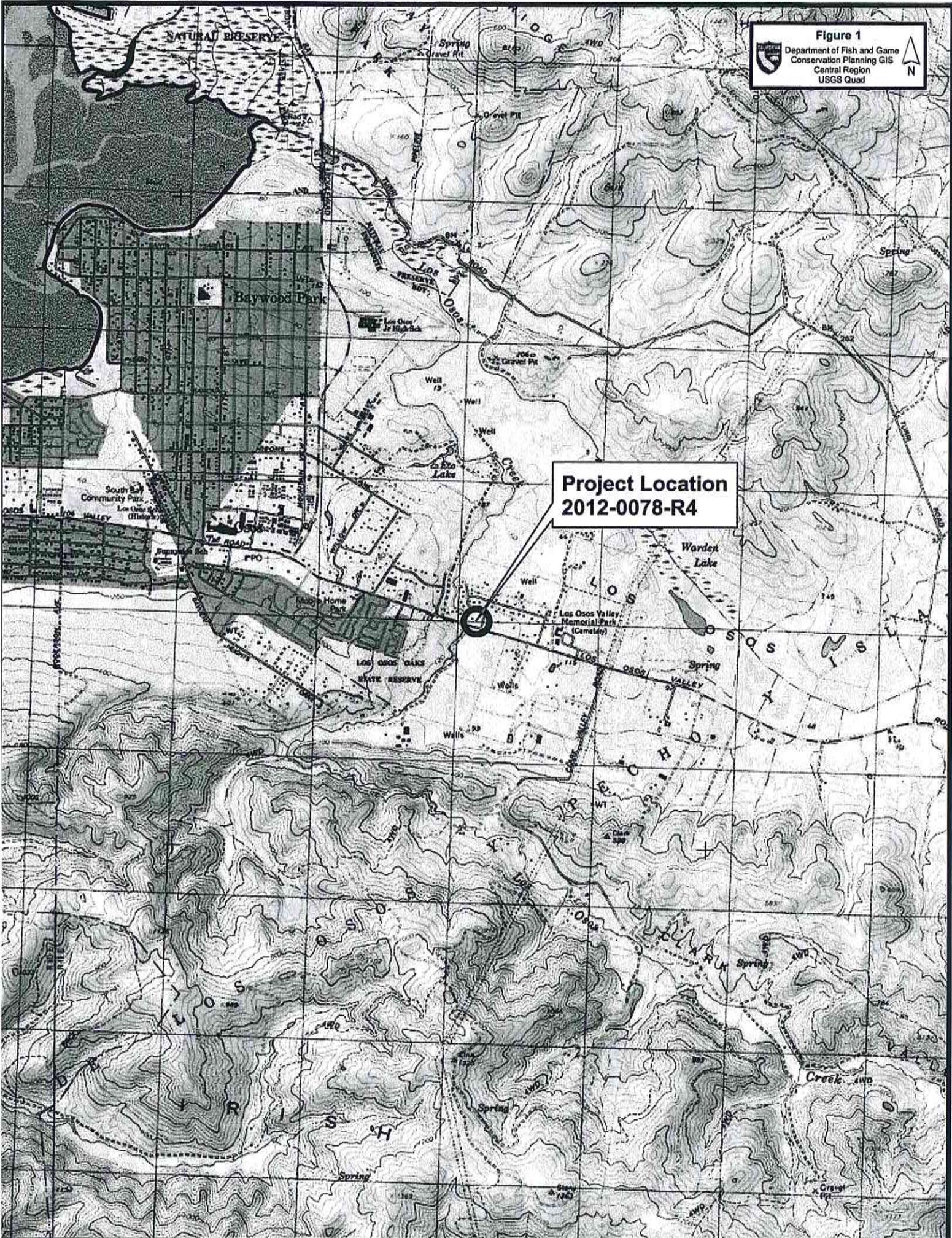
Date

Prepared by: Robb Tibstra
Environmental Scientist

Figure 1

Exhibit A

Figure 1
Department of Fish and Game
Conservation Planning GIS
Central Region
USGS Quad



**Project Location
2012-0078-R4**